though the denial of the husband's right were not equally well settled, it is plain that the step which, it is claimed, is required by justice is not a new application of an existing common-law principle, but the creation of a new principle. Such a step would be better taken by statute and not accomplished by sheer judicial legislation.[12]

RECENT CASES.

ATTORNEYS — RELATION BETWEEN ATTORNEY AND CLIENT — ATTORNEY'S CONSENT TO HEARING BEFORE LESS THAN FULL COURT. — A statute provided that every appeal to a certain court should, when the subject-matter was a final order, be heard before not less than three judges, unless all parties filed a consent to its being heard before two judges. The parties themselves not being present in court when such an appeal was called, their counsel filed a written consent that the appeal should be heard before the two judges present. *Held*, that the two judges may hear the appeal. *Haworth* v. *Pilbrow*, [1912] Wkly. Notes 6 (Eng., C. A., Dec. 12, 1911).

An attorney has been said to be the general agent of the client in all matters which may reasonably be expected to arise for decision in the cause. See *Prestwich* v. *Poley*, 18 C. B. N. S. 806, 816. He has complete authority over the suit, the mode of conducting it, and all that is incident to it, though not over collateral matters. See *Swinfen* v. *Lord Chelmsford*, 5 H. & N. 890, 922. It is well settled that an attorney has the power to consent to a reference of the cause to arbitrators without special authority from his client. *Filmer* v. *Delber*, 3 Taunt. 486; *Brooks* v. *New Durham*, 55 N. H. 559. Cases of this class rest upon the principle that authority to prosecute a suit implies a power to adopt any mode of prosecution which the law provides. *Buckland* v. *Conway*, 16 Mass. 395; *Smith* v. *Bossard*, 2 McCord Eq. (S. C.) 406. The principal case seems within this rule. The statute, as amended, made legal the trial of a final appeal before two judges. STAT. 38 & 39 VICT. c. 77, § 12; STAT. 62 & 63 VICT. c. 6, § 1. Hence the consent of the attorney to this mode of trial is within his implied powers and in such a case is the consent of the client himself.

BANKS AND BANKING — DEPOSITS — SPECIAL DEPOSIT OF CHECK AS COLLATERAL SECURITY. — A bank discounted notes for the plaintiff and took from him as collateral security a check for $2000, charging his account with $2000. The bank suspended payment. The notes were duly paid. The plaintiff sued to recover the $2000 left as collateral security. *Held*, that he must share as a general creditor. *Richardson* v. *Cheney*, 146 N. Y. App. Div. 686, 131 N. Y. Supp. 594.

When a bank discounts notes, and extends credit for their value, it is a simple debtor. *Carstairs* v. *Bates*, 3 Campb. 301. The ordinary relation of banker to depositor is that of debtor. *Marine Bank* v. *Fulton Bank*, 2 Wall. (U. S.) 252. If the depositor agrees not to use part of his credit, the banker remains no less a debtor. But if the collateral security is deposited to be returned *in specie*, the transaction constitutes a bailment. *Jenkins* v. *National Village Bank*,

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hold property and depriving the husband of his right to her services, the husband is no longer liable for debts of his wife contracted before marriage. Howarth *v.* Warmser, 58 Ill. 48.

[12] See 2 BISHOP, MARRIAGE AND DIVORCE, 5 ed., § 469.